

REVISED TO INCLUDE ITEMS 15A AND 15B

MAY 24, AGENDA REPORTS

Agenda Item No. 4a

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0489

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain to serve Prairie Pointe and Hampton Square Additions (north of 37th St. North, west of Maize) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On May 4, 2004, the City Council approved a Petition to construct a storm water drain to serve Prairie Pointe Addition. The developer has submitted a new Petition to update the improvement district to reflect recent platting activity. The signatures on the new Petition represent 100% of the improvement district.

Analysis: The project will serve new residential and commercial developments located north of 37th St. North, west of Maize.

Financial Considerations: The project budget is unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition and adopt the Resolution.

Agenda Item No. 4b

City of Wichita

City Council Meeting
May 24, 2005

Agenda Report No. 05-0490

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving and Drainage improvements to serve Prairie Pond Plaza Addition (north of Kellogg, east of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide paving and drainage improvements to a new commercial development located north of Kellogg, east of 143rd St. East.

Financial Considerations: The Petitions total \$474,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions (hold for development).

Agenda Item No. 8

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0491

TO: Mayor and City Council Members

SUBJECT: City Arts Channel 7 Studio (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract.

Background: An existing classroom (room 304) within the City Arts facility located at 334 North Mead, Wichita, KS 67202 (Old Town) is to be converted into a TV videotaping studio containing two separate sets. One set will be for a two-person show and the other for a show with multiple guests. In addition to the studio with two sets, a new Logo for Channel 7 will be developed.

Analysis: On April 16, 2005, Purchasing advertised Request for Proposal No. FP500027 for consultant services for the design, construction and graphic design for the studio and logo. Only one proposal was received from the firm of Schaefer Johnson Cox Frey Architecture.

They propose to provide architectural, graphic design, interior design, and mechanical/electrical engineering services and other related items for a single stipulated lump sum fee of twenty three thousand five hundred dollars (\$23,500.00)

Since this is a "single source response" and the proposed fee is less than the approved budgeted amount a contract was negotiated without the Staff Screening and Selection Committee being convened.

Financial Considerations: The Project is authorized in the Interactive Video Capital Fund at \$125,000.00 (Project No. 435174, OCA #791459).

Legal Considerations: The Law Department has approved the Contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Contract and authorize the necessary signatures.

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, 2005,

BY AND BETWEEN
KANSAS,

THE CITY OF WICHITA,

A Municipal Corporation, hereinafter
referred to as

"OWNER"

AND

SCHAEFER JOHNSON COX FREY
ARCHITECTURE, hereinafter referred to as
"ARCHITECT"

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the OWNER desires to have plans and specifications prepared and to construct the proposed modifications to the City Arts facility for a TV video taping studio hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT wishes to provide professional services to the OWNER to do such evaluation, preparation of plans and specifications, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The OWNER employs the ARCHITECT and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, City Arts Channel 7 Studio, located generally at 334 North Mead, Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

The ARCHITECT shall render all architectural services necessary as set out in EXHIBIT "A" a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

B. To attend meetings with the OWNER and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").

C. To make available during regular office hours, all calculations, sketches and drawings such as the OWNER may wish to examine periodically during performance of this Agreement.

D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ARCHITECT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ARCHITECT and, where relevant to method of payment, to make such material available to the OWNER.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the OWNER'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

H. To complete the services to be performed by ARCHITECT within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the ARCHITECT shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the ARCHITECT.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ARCHITECT under this Agreement. ARCHITECT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ARCHITECT, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ARCHITECT shall procure and maintain such insurance as will protect the ARCHITECT from damages resulting from the negligent acts of the ARCHITECT, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation	Statutory Employer's Liability
\$500,000 each occurrence	

Further, a comprehensive general liability policy shall be procured and maintained by the ARCHITECT that shall be written in a comprehensive form and shall protect

ARCHITECT against all claims arising from injuries to persons (other than ARCHITECT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ARCHITECT, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the OWNER before the time ARCHITECT starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ARCHITECT agrees to advise the OWNER, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ARCHITECT shall also advise the OWNER of any changes in the person designated Project Manager. Written notification shall be provided to the OWNER for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the OWNER'S Project Manager. Any requests from any other staff agency, which would affect the ARCHITECTS time or expense relative to this Project, MUST be approved by the OWNER'S Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the OWNER'S files at no cost to the ARCHITECT. Confidential material so furnished will be kept confidential by the ARCHITECT.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ARCHITECT, except as specified in EXHIBIT "A".

C. To pay the ARCHITECT for his services in accordance with the requirements of this Agreement.

D. To provide the right of entry for ARCHITECT'S personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The OWNER agrees to advise, the ARCHITECT, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The OWNER shall also advise the ARCHITECT of any changes in the person designated Project Manager. Written notification shall be provided to the ARCHITECT for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ARCHITECT in a timely fashion.

G. To save and hold ARCHITECT harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of OWNER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The OWNER agrees to pay the ARCHITECT for services rendered under this Agreement and as specifically detailed in EXHIBIT "A", a total fee established as follows:

A. For the complete architectural, graphic design, interior design, and mechanical/electrical engineering services and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of twenty three thousand five hundred dollars (\$23,500.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included. This fee is based on a project scope of \$125,000.00 total project cost inclusive of these fees. The fees do not include the services of an acoustic consultant and assume that the OWNER'S IT/IS Department will provide digital video equipment selection and provide adequate technical information from which specifications can be prepared.

B. Payments are payable to the ARCHITECT within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the ARCHITECT shall have the right, in addition to any and all other rights provided, to refuse to render further services to the OWNER and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the ARCHITECT under this agreement are contingent upon payment of fees by the OWNER. The OWNER shall reimburse the ARCHITECT for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the OWNER, the ARCHITECT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. ARCHITECT or witness for the OWNER in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this Agreement.
3. Construction staking, material testing, observation and administration related to the PROJECT.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the ARCHITECT will be given written notice by the OWNER along with a request for an estimate of the increase necessary in the not to exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the ARCHITECT for the PROJECT(s) or portions of the PROJECT(s), but the OWNER elects to cancel the PROJECT(s) or portions thereof the ARCHITECT shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The ARCHITECT agrees to complete all Planning Phases of this PROJECT as follows:

A. For the Schematic Design, Design Development and Construction Document phases ninety (90) working days from the date of approval of the Contract pending availability of OWNER and staff.

B. The OWNER agrees to cooperate with the ARCHITECT in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the OWNER agrees to furnish promptly to the ARCHITECT upon written request any approvals and instructions required to be given by the OWNER to the ARCHITECT under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the OWNER officially in written form has authorized an increase in funds established for the construction estimates of cost, the ARCHITECT agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the OWNER, to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the OWNER, whether or not said plans and specifications have theretofore been approved by the OWNER; PROVIDED, that if said plans and specifications have been approved by the OWNER, should the OWNER desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the OWNER shall pay the ARCHITECT the cost of making such revisions.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the OWNER to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ARCHITECT'S inability to proceed with the work, or because the services of the ARCHITECT are unsatisfactory; PROVIDED, however, that in any case the ARCHITECT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the ARCHITECT'S actual costs plus a fee for profit based upon a fixed percentage of the ARCHITECT'S actual costs. The ARCHITECT may terminate this Agreement upon giving the OWNER 30 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ARCHITECT'S services and payment in full of monies due the ARCHITECT, in accordance with this Agreement. The OWNER shall not re-use or make any modification of the plans and specifications without the prior written authorization of the ARCHITECT. The OWNER agrees to hold the ARCHITECT harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the ARCHITECT.

C. That the services to be performed by the ARCHITECT under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the OWNER. The OWNER shall not assign or transfer rights or interest in this Agreement without specific consent of the ARCHITECT.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ARCHITECT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ARCHITECT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the OWNER and the ARCHITECT provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to

this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist ARCHITECT in performing his duties will be paid by the ARCHITECT.

J. The ARCHITECT agrees to employ mechanical and electrical engineers, if necessary, as determined by the ARCHITECT and OWNER jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the ARCHITECT. If it is requested that any Special Consultants or Subcontractors be retained on the OWNER'S behalf, their charges will be paid separately and directly by the OWNER. Invoicing and payment shall be arranged separately between the OWNER and the Special Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the OWNER to work under the general direction of the ARCHITECT, the ARCHITECT shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the ARCHITECT and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

Carlos Mayans, Mayor

ATTEST:
FREY

SCHAEFER JOHNSON COX

ARCHITECTURE

Karen Sublett
City Clerk

by _____
Joseph A. Johnson, AIA
Senior Vice President

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

EXHIBIT A

SCOPE OF SERVICES

CHANNEL 7 STUDIO

Scope of Architectural Design Services

The following is a listing of design services that will be provided to the City of Wichita to complete the design of:

The City Arts, Channel 7 Studio.

The scope of design services will be to provide architectural, graphic design, interior design and mechanical/electrical engineering services for converting and existing classroom (room 304) within the City Arts facility located at 334 North Mead, Wichita, KS 67202 (Old Town) into a TV videotaping studio containing two separate sets.

The ARCHITECT will furnish or provide the following services as listed below:

1. Convert an existing classroom in the City Arts Facility into a videotaping studio containing two sets, one for a two-person show and one for a multiple guest show.
2. Design will include all required elements and furniture for both sets.
3. Design will include a Logo for Channel 7 using the services of a Graphic Design professional.
4. Design will include acoustic elements to ensure high-quality studio digital video and/or audio recording. Acoustic consultant is not a requirement.
5. Design will include appropriate flooring with consideration of all studio requirements for each set and/or total room.
6. Design will include removing the existing sink and water service within the existing classroom 304.
7. Design shall include plasma screen for presentations and a green screen, both of which are usable when taping at either set. Consultant shall research City's needs in this area and work with the City's IT/IS Department and may suggest alternate solutions to reduce cost.

8. Design of set(s) shall be flexible. The intent is to have the furniture easily moved; background changes made easily, logo changed, etc. like a regular TV studio without major modifications or cost.
9. Design will include set and room lighting. Lighting will be energy efficient, reliable and approved by the City's electrical staff.
10. Design may include a sound proof room for "voice over" recording.
11. Design must be complete, including but not limited to cameras, wiring, workstations, editing and software, as a full component of the needs and functions of the set(s) as it relates to the proposed design. Computers and their related monitors, keyboards, etc. will be furnished by the City. The City's IT/IS Department will assist in selection and/or writing of specifications of equipment.
12. All media, equipment and operations will be digital.
13. Consultant will be required to coordinate all elements of the design (alterations/modifications of the existing classroom, electronics, staging, fixtures, installation, logo, and bid documents) with representatives of Cox Communications and City staff.
14. Resulting digital media must be compatible with FrameRate software used for Channel 7 broadcast and be portable across an internal network for reuse in multiple electronic formats.
15. Cameras shall be similar in function to the Sony DSR-PD170P and provide a firewire connection and standard DV output. The City's IT/IS Department will assist in selection and/or writing of specifications of equipment.
16. Video editing software must run on City of Wichita OS standards (Windows platform, MS2000 or later).
17. All related equipment shall be included in the design and bid documents for the complete operation of the studio (tripods and microphones as examples).
18. Design will meet or exceed all current applicable code requirements of governing agencies, and will be in compliance with requirements of the Americans with Disabilities Act (ADA).
19. Final plans, field notes and other pertinent project mapping records will be provided to the City via CD-ROM. The files are to be AutoCAD drawing files of the final plans. Electronic files of the drawings will also be provided in the PDF format.
20. Consultant will provide Construction Documents for the project based on the approved design and updated budget for the project. The Construction Documents shall set forth in detail the requirements for construction for the project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the project.
21. Consultant will prepare the detailed construction drawings and specifications breaking out portions of the construction and/or equipment to be bid as add alternates, so the City can maximize the bidding process and funds available.
22. During the bidding the consultant will attend the pre-bid conference, write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required, and assist the City in receiving and evaluating bids.
23. During the actual construction, the consultant will be responsible for the general administration of the project and provide periodic monitoring of the construction in

accordance with professional stands. Review shop drawings and provide consultation and advice during construction.

SCHEMATIC DESIGN PHASE

During this phase, the following issues will be addressed as a minimum:

- Review prior project information.
- Review established options and goals.
- Review prioritized goals, improvements, and modifications as they relate to the development of the schematic design concepts.
- Develop Channel 7 Logo.
- Schematic Design and Construction Estimate shall be approved by OWNER before beginning the Design Development Phase.

DESIGN DEVELOPMENT PHASE

Based on approved plan and construction estimate ARCHITECT will develop design drawings and updated budget to be approved by OWNER. This phase will also define the location, quantity, and quality, of the prioritized improvements desirable to complete the PROJECT. This should include but not be limited to the following:

1. Design will be presented to and have approvals from the City Staff, City Council, Art and Design Review Board and other review boards as deemed necessary.
2. Designs will meet current applicable code requirements of governing agencies, and will comply with requirements of the Americans with Disabilities Act (ADA).
3. Mechanical and electrical systems (including lighting) will be energy efficient and reliable as determined by OWNER and ARCHITECT.
4. The design will include conceptual design recommendation(s) by the ARCHITECT, supported by at least one colored elevation (If required).
5. Design will include features such as graphics and interior design.
6. ARCHITECT'S basic design shall anticipate a base bid for construction and "ADD" alternates to allow OWNER maximum financial flexibility.

ARCHITECT agrees to provide OWNER with a written accounting of the PROJECT scope and schedule of estimated PROJECT costs. In the event, OWNER does not approve; Paragraph VII of basic Contract will apply.

If their employment is authorized in advance, the OWNER will pay the fee of any special consultant for other than the normal structural, mechanical, and electrical engineering services.

CONSTRUCTION DOCUMENTS PHASE:

Prepare the detailed construction drawings and specifications after full Consideration has been given to the Design Development Phase sketches and estimates. Obtain approvals of State or other agencies to the drawings and specifications. Prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical, service connected equipment, and site work, and contract documents satisfactory to the OWNER for the effective coordination and efficient execution of the construction work.

The ARCHITECT will use the OWNERS Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been prepared by the City of Wichita, Law Department when American Institute of Architects (AIA) form documents are used in connection with the City's construction of buildings.

Furnish a formal written estimate of the probable cost of constructing the PROJECT according to the completed drawings and specifications as approved. In the event said cost estimates are not approved by the OWNER, Paragraph VII of basic Contract will apply.

Conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.

BIDDING PHASE

Reproduction of the completed plans and specifications for use in bidding purposes will be paid by OWNER. ARCHITECT will coordinate with OWNER for selected reproduction vendor with vendor invoicing OWNER direct.

Review bidding documents for completeness and coordination before release for bids. OWNER shall issue Bidding Documents to bidders

Attend pre-bid conference(s), as scheduled to provide guidance to the OWNER and to prospective bidders.

Write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

Assist the OWNER in identifying prospective bidders.

Furnish a formal written estimate of probable construction costs and bid tabulation sheet(s) to the City's PROJECT Manager two (2) days before the bid opening.

Attend formal bid opening(s).

Assist the OWNER in receiving and evaluating bids.

Assist the OWNER in final recommendation of prime contractor.

Review alternate cost savings methods with the OWNER and accepted contractor if PROJECT is over budget.

In the event that bids received exceed the ARCHITECT'S final official and approved estimate of construction cost, ARCHITECT agrees to cooperate with OWNER without additional architectural fees in revising the PROJECT scope and quality as required to reduce the construction cost. (Refer to Paragraph VII of the basic Contract).

CONSTRUCTION ADMINISTRATION PHASE

Be responsible for the general administration of the PROJECT and provide periodic monitoring of the construction in accordance with professional standards. Review information provided by of such inspection bureaus and testing laboratories as may be employed by the OWNER for such work. Endeavor to guard the OWNER against defects and deficiencies in the work of contractors. The ARCHITECT will condemn work, which fails to conform to the Contract Documents. The ARCHITECT will prepare certificates of payments due the contractor. By issuing a Certificate for Payment, the ARCHITECT will along with OWNER'S Project Manager represent to the OWNER that, to the best of their knowledge, information and belief based on general practice in the area at this time and based on what their observations have revealed, the quality of work is in accordance with the Contract Documents.

For changes in the PROJECT prepare such drawings to supplement the working drawings as to permit the proper completion of the work; review shop drawings and material sample submittals for architectural, structural, and electrical portions of the related facilities.

Provide consultation and advice during construction.

The general monitoring by the ARCHITECT is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the OWNER (Reference Paragraph IV of the contract for architectural services).

The ARCHITECT will designate critical construction observation points in advance, to the OWNER in writing.

Issue necessary interpretations and clarifications of the Contract Documents.

Prepare a punch list for the construction, and participate in final punch list review.

Secure maintenance and operational manuals from Contractor including descriptions and maintenance procedures for the new facility.

Deliver to the OWNER one (1) set of xerox or vellums of the contractor's record drawings (plans), as changed or corrected by the Contractor for the PROJECT, such reproductions to become the property of the OWNER.

Make final inspection before acceptance of Project by the OWNER. Complete a final construction report.

END OF EXHIBIT "A"

EXHIBIT B

REVISED NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following
Non Discrimination Equal Employment Opportunity/Affirmative Action Program
Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this

contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty five (45) day period from the Federal agency involved.

Agenda Item No. 9

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0492

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Maple Shade Addition (east of Webb, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Maple Shade Addition on April 26, 2005.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Maple Shade Addition. Per Administrative Regulation 7a, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of \$19,600, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

MAPLE SHADE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90070 serving Lots 1 and 2, Block 1, Maple Shade Addition (east of Webb, north of Pawnee) (Project No. 448 90070).

LATERAL 375, FOUR MILE CREEK SEWER serving Lots 1 and 2, Block 1, Maple Shade Addition (east of Webb, north of Pawnee) (Project No. 468 83994).

STORM WATER SEWER NO. 614 serving Lots 1 and 2, Block 1, Maple Shade Addition (east of Webb, north of Pawnee) (Project No. 468 83995).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Maple Shade Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans,

and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90070	\$ 6,400.00
Project No. 468 83994	\$ 6,000.00
Project No. 468 83995	\$ 7,200.00
TOTAL	\$19,600.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no

restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY's Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER's contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup,

Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2” diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by June 14, 2005.

(Project No. 448 90070)

b. Plan Development for the sewer improvements by June 14, 2005.

(Project No. 468 83994)

c. Plan Development for the storm sewer improvements by June 14, 2005.

(Project No. 468 83995).

Agenda Item No. 11a

CITY OF WICHITA
City Council Meeting
May 24, 2005

Agenda Report No. 05-0493

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2351 South Greenwood Street for Pawnee
Widening Improvement Project from Washington to Hydraulic
(District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the improvement and widening of Pawnee from Washington to Hydraulic. The project will require partial or total acquisition of 21 parcels, of which 15 are single-family residences. The 6th residence of the 15 required residential acquisitions is a 746 square foot single-family residence at 2351 S. Greenwood Street, northwest corner of East Pawnee and South Greenwood. The property has 2 bedrooms, 1 bathroom and consists of frame construction. The property is owner-occupied.

Analysis: The property was appraised at \$51,500. This offer of \$51,500 was accepted by the owner. The owner will be relocated, the improvements will be removed and the site utilized for widening Pawnee, placement of the sidewalk and landscaping.

Financial Considerations: The funding source for the project is General Obligation bonds and Federal monies. A budget of \$77,350 is requested. This includes \$51,500 for the acquisition, \$5,000 for demolition, \$19,850 for relocation and \$1,000 for title work and closing costs.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that 1) The City Council approve the budget and 2) Authorize all necessary signatures.

Agenda Item No. 11b

CITY OF WICHITA
City Council Meeting
May 24, 2005

Agenda Report No. 05-0494

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2351 South Victoria Street for Pawnee Widening
Improvement Project from Washington to Hydraulic (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the improvement and widening of Pawnee from Washington to Hydraulic. The project will require partial or total acquisition of 21 parcels, of which 15 are single-family residences. The 5th residence of the 15 required residential acquisitions is a 727 square foot single-family residence at 2351 S. Victoria Street, northwest corner of East Pawnee and South Greenwood. The property has 2 bedrooms, 2 bathrooms and consists of frame construction. The property is owner-occupied.

Analysis: The property was appraised at \$58,500. This offer of \$58,500 was accepted by the owner. The owner will be relocated, the improvements will be removed and the site utilized for widening Pawnee, placement of the sidewalk and landscaping.

Financial Considerations: The funding source for the project is General Obligation bonds and Federal monies. A budget of \$84,950 is requested. This includes \$58,500 for the acquisition, \$5,000 for demolition, \$20,450 for relocation and \$1,000 for title work and closing costs.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that 1) The City Council approve the budget and 2) Authorize all necessary signatures.

Agenda Item No. 11c

CITY OF WICHITA
City Council Meeting
May 24, 2005

Agenda Report No. 05-0495

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land and Easements for the North Area
Sewer Sanitary Line Near Meridian and 53rd Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On October 21, 2003, the City Council approved the construction, extension of a vacuum sanitary sewer line and pump lift station to provide service to newly developing areas in north Wichita. This project requires the acquisition of utility easements on 10 tracts of land for permanent easements and a lift pump station, utility easements to the facility and temporary construction easements on property owned by multiple landowners.

Analysis: The second of the ten tracts we are seeking to acquire an utility easement from consists of a total of 27.68 acres. The 50 foot permanent utility easement presented today encompasses a strip of land along the north property line, which is equivalent to approximately 57,316 square feet. The temporary construction easement will impact 45,853 square feet only during construction. The property owner has agreed to provide the necessary easements to the City for \$4,800. An additional \$5,275 is for the two cost-to-cure items 1) resetting the 14 trees; and 2) compensation for redesigning the preliminary residential development plat to accommodate the 50 foot wide take. The land itself is for \$4,800 which equates to \$.08 per square foot for the permanent easement.

Financial Considerations: A budget of \$10,575 is requested. This includes \$10,075 for the acquisition and \$500 for title work, closing costs, etc. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the Mayor to sign the necessary documents.

Agenda Item No. 12

City of Wichita
City Council Meeting

May 24, 2005

Agenda Report No. 05-0496

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Council District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On May 2, 2005 the Board of Code Standards (BCSA) held a hearing on the following four (4) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Improvement notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

Property Address	Council District
a. 1223 North Ohio	I
b. 1735 North Erie	I
c. 1449 South Waco (rear)	III
d. 1820 South Ellis	I

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on July 12, 2005 at 9:30 a.m. or as soon thereafter.

Agenda Item No. 13

City Of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0497

TO: Mayor and City Council Members

SUBJECT: Grant Application - Homeless Assistance Programs (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: 1) Approve the submission of the Shelter Plus Care Grant application, and 2) support the submission of the Wichita/Sedgwick County 2005 Continuum of Care Application.

Background: On March 21, 2005, the Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for the 2005 Continuum of Care Homeless Assistance Programs. The NOFA makes funds available for a variety of homeless programs including Permanent Supportive Housing, Transitional Housing, Shelter Plus Care, and the Homeless Management Information System which is used to track the progress of homeless individuals moving through the Continuum of Care.

The Community Council on Homeless Advocacy (CCHA) has been working with the United Way of the Plains to prepare and submit an application for the Wichita-Sedgwick County area for the following projects:

Transitional Housing. ComCare is seeking funding to renew their Transitional Housing Project for persons with mental illness and substance abuse disorders. The funding will allow staff to provide supportive services and provide operational funds for the units. Wichita Children's Home is also requesting funds to continue the Bridges Transitional Living Program. Funds will provide case management and counseling for the clients and maintenance, utilities and insurance for the upkeep of the transitional units. United Methodist Urban Ministries is requesting the continuance of their transitional housing program that assists individuals, families and women and their children who are survivors of domestic violence. Clients will receive advocacy and other supportive services that will assist them to focus on moving towards permanent housing without violence.

Supportive Housing. Inter-Faith Ministries of Wichita, Inc. is seeking funding to continue the Ti'Wiconi Safe Haven Transitional Housing for the Severely Mentally Ill and Chronically Homeless persons. Funding will provide supportive services and operational costs to assist chronically homeless individuals to become self-sufficient and move into permanent housing.

Permanent Housing. Inter-Faith Ministries of Wichita, Inc. is applying for the continuation of supportive services and operating costs for Villa North. These funds will allow Inter-Faith to continue to provide case management, on-call services and life skills assistance to assist nineteen formerly homeless persons continue to be self-sufficient. Inter-Faith Ministries is also requesting funds to begin operating Villa Suites, which will provide permanent housing for persons with disabilities. Funds will be utilized for the operation of the facility to assist twenty chronically homeless persons. United Methodist Urban Ministry of Wichita is requesting funds to begin a permanent housing program for the chronically homeless. This program would provide supportive services and housing for the chronically homeless who are ready to take the step towards permanent housing. Shelter Plus Care. The City of Wichita Housing Authority has prepared an application for a one-year renewal of the Shelter Plus Care (S+C) program to fund 102 housing units. This program is designed to provide housing and supportive services for homeless persons with disabilities (primarily those with serious mental illness, chronic problems

with alcohol and/or drugs, or HIV/AIDS related diseases) and their families, who are living in places not intended for human habitation (e.g., streets) or in emergency shelters. It is a tenant-based rental assistance program that provides a range of supportive services funded by other local sources in response to the needs of the hard-to-reach homeless population with disabilities. Shelter Plus Care funding must be matched by an equal amount in supportive services.

Analysis: The United Way and the CCHA have worked together to implement the community proposal ranking process, which will be included in the final application which the United Way will submit to HUD on behalf of local proposers, by the June 10, 2005 deadline. Funding for the projects will come directly from HUD, with grant agreements to be executed between HUD and the project sponsors. With the exception of the Shelter Plus Care application, which is sponsored by the Wichita Housing Authority, HUD will have all fiscal responsibility for implementation and oversight of all other projects.

Funding being requested for the 2005 Continuum of Care projects is as follows:

Project Name	Amount	Agency
Transitional Housing Project	\$828,592	ComCare of Sedgwick County
Safe Haven Renewal	\$414,595	Inter-Faith Ministries
Villa North Renewal	\$169,260	Inter-Faith Ministries
Bridges Transitional Living Program	\$303,658	Wichita Children's Home
Villa Suites (New)	\$158,175	Inter-Faith Ministries
Transitional Housing – Leased	\$253,132	United Methodist Urban Ministries
Transitional Housing – Purchase	\$168,714	United Methodist Urban Ministries
Permanent Housing for Chronically Homeless (New)	\$158,175	United Methodist Urban Ministries
Shelter Plus Care (Housing Vouchers)	\$704,712	City of Wichita Housing Authority

Financial Considerations: The Department of Housing and Urban Development has announced a preliminary “pro-rata” need for the City of Wichita and Sedgwick County in the amount of \$1,045,500. All matching funds required by the projects included in this grant would be provided by the sponsoring agencies, or in the case of Shelter Plus Care, by the partnership agencies. Support by the Council for the application does not obligate City of Wichita funding.

Legal Considerations: None.

Recommendation/Action: 1) Approve the submission of Shelter Plus Care Grant application and authorize the Mayor to sign the requisite application and subsequent contract award documents; 2) provide a letter of support for the Continuum of Care Application; 3) authorize signatures for the Consistency with the Consolidated Plan forms required for all projects (HUD Form 2991).

Agenda Item No. 14

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0498

TO: Mayor and City Council Members

SUBJECT: Amending Ordinance: Central and Rock Intersection
Improvement (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Amending Ordinance.

Background: The City of Wichita and the State of Kansas have an ongoing program to match City funds with Federal Transportation Grants to improve arterial streets, bridges, and bike paths. Upon completion of a project the Kansas Department of Transportation audits the actual project costs and makes a final determination on the match that it will provide. In some cases, if the anticipated match is reduced, additional local funds will be needed. This is the case with the improvement to the intersection of Central and Rock.

Analysis: An amending Ordinance has been prepared to authorize the budget increase.

Financial Considerations: The proposed local funding increase is \$15,000. Funding is available from lower than expected expenditures for improvements to the 13th-Hydraulic Intersection and Central, between Maize and Tyler. The funding source is General Obligation Bonds.

Legal Considerations: The Department of Law has approved the Amending Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council place the Amending Ordinance on first reading.

Agenda Item No. 15

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0499

TO: Mayor and City Council Members

SUBJECT: Addition to City Hall Landscape and Security Enhancements to Relocate Emergency Generator (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Authorize the addition to the project, authorize the necessary signatures to amend the architect's contract, and approve budget adjustments as needed.

Background: In September, 2003, Council approved a contract with Schaefer Johnson Cox Frey Architecture (SJCF) to provide services related to enhancing security and landscaping features to the exterior of City Hall and the auto service tunnel. Later, the scope of work required to complete the project and enhance security grew to include parking lot modifications and a redesign of the atrium located between the parking garage and the west side of City Hall. On September 21, 2004, Council authorized an expanded project with a total budget of \$3,031,000.

The emergency power generator for City Hall is located in a basement room on the south side of the vehicle tunnel. On March 6, a planned test of the emergency power generation equipment was conducted with what could have been potentially disastrous results. Equipment failed which caused diesel fuel to be pumped across electrical components and created a spill that was controlled through the quick action of staff that was conducting the test. If this had occurred when the generators were fired automatically due to a power failure, and if staff had not been present, we can only imagine what would have happened.

Analysis Building codes today are much more strict than what they were when City Hall was designed and constructed in the 1970's, and the City's need for emergency power has grown significantly since then also. Having reliable emergency electrical power is critical to the operation of City Hall for public safety and to protect the City's investment in computers, servers, electronic information storage and other IT/IS functions.

Temporary provisions have been made to allow the existing emergency generators to remain on line and be available for emergency power if needed. However, significant investment will be required to update the existing equipment to meet current building codes. In addition, there is concern with having the emergency power generators located below the Council Chambers with the potential for fire and the health issue of exhaust fumes entering the building when the generators are run. Therefore it has been recommended that the existing 30 year old emergency power generation equipment be replaced with new equipment and relocated to an exterior location that will provide greater safety for City Hall.

It is appropriate that work on this equipment replacement and relocation move forward as quickly as possible for the protection of City Hall, and it is also appropriate that it be accomplished as a part of the current City Hall Landscape and Security Enhancement project. This will save time and will keep all of the work consolidated within one consultant contract for greater economy and efficiency. It will also require an addendum to the SJCF contract for \$16,000 to include this work in their design. Emergency power generation will be maintained throughout the entire project to assure that City Hall is fully protected at all times.

The estimated total cost for removing the existing emergency power generation equipment and replacing it with new modern equipment in a visually screened exterior location, including professional fees, is \$350,000.

Financial Considerations: The cost of this project was not anticipated and is not budgeted. Because of the amount involved, it cannot be absorbed within the Building Services budget. This is not a recurring cost; it is a one-time cost. It is recommended that the cost be paid from General Fund appropriated reserves.

Legal Considerations: The Law Department will approve the addendum to the SJCF contract as to form.

Recommendation/Action: It is recommended that the City Council authorize the addition to the project, authorize the necessary signatures to amend the architect's contract, and approve budget adjustments as needed.

Agenda Report No. 15a.

CITY OF WICHITA
City Council Meeting
May 24, 2005

Agenda Report No. 05-0502

TO: Mayor and City Council Members

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$250,00.00 as a full settlement of two related claims.

Background: In July of 2003, a bus and car accident occurred, causing two plaintiff passengers physical injury in varying degrees.

Analysis: This matter was presented to the City on acknowledged facts, and the contingent value of plaintiffs' injuries were analyzed and negotiated. Given the expense of litigation and the potential risk at trial, City staff recommends acceptance of the terms agreed upon which the parties.

Financial Considerations: Funding for this settlement is from the transit operating fund.

Legal Considerations: The Law Department recommends acceptance of the negotiated resolution.

Recommendations/Actions: Ratify the negotiated agreement, and authorize payment of \$250,000.00 as a full settlement of the claims presented by both plaintiff passengers.

Agenda Item 15b.

CITY OF WICHITA
City Council Meeting
May 24, 2005

Agenda Report No. 05-0503

TO: Mayor and City Council Members

SUBJECT: Payment of Judgment

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$79,698.67 as satisfaction of the judgment ordered in case 04 CV 220 in Sedgwick County District Court.

Background: In December of 2004 the City Council approved an interim settlement agreement in the ADA litigation that asked the court to determine the reasonable level of

attorney fees and litigation expenses to be paid under federal statute. The court held two separate contested hearings for this determination, with the above figure as the result.

Analysis: The standard of review that would be utilized by the appellate courts is such that the fees and expenses assessed would not be overturned, and substantial additional fees would be incurred and become the responsibility of the City if the matter were further contested.

Financial Considerations: Funding for this judgment is from the tort claims fund.

Legal Considerations: The Law Department recommends acquiescence in and payment of the judgment.

Recommendations/Actions: Approve payment of the judgment in the sum of \$79,689.67.

Agenda Item No. 17

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0500

TO: Mayor and City Council Members

SUBJECT: Termination of Restrictive Covenant for Shady Ridge Addition,
Located South of Central and West of Ridge Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the Termination of Restrictive Covenant.

MAPC Recommendation: N/A

Background: On June 8, 2004, the City Council approved the plat of Shady Ridge Addition and associated documents. A Restrictive Covenant was provided outlining restrictions regarding a platted street.

Analysis: The plat of Shady Ridge Addition has been replatted and the street has been eliminated; therefore, a Termination of Restrictive Covenant has been submitted.

Legal Considerations: The Termination of Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the Termination of Restrictive Covenant and authorize the necessary signatures.

Agenda Item No. 18

City of Wichita
City Council Meeting
May 24, 2005

Agenda Report No. 05-0501

TO: Mayor and City Council Members

SUBJECT: A05-09R Request by Smith & Company to annex lands generally located southwest of the intersection of Maple Street and 162nd Street. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 2.67 acres of land generally located southwest of the intersection of Maple Street and 162nd Street. The annexation area abuts the City of Wichita to the southeast of the proposed property. The property owner proposes to develop the site for single-family (SF-5) use.

Analysis:

Land Use and Zoning: The proposed annexation consists of 2.67 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the property will be converted to "SF-5," Single-Family Residential.

Property to the southwest of the subject property is zoned "SF-5" Single-Family Residential, while property to the north, east, south, and west of the subject property is zoned "SF-20" Single-Family Residential.

Public Services:

Water is being designed for installation later this year that will run along the east and south lot lines of the subject property. Currently the nearest Wichita water is located at Maple & Wind Rows Lake Dr. The nearest sewer is currently 2,000 feet away in the Reece Farms Estates Addition, but an extension is planned for the new USD 265 elementary school that will bring this sewer line much closer.

Street System: The subject property borders 162nd Street, which is a gravel two-lane residential road that connects to Maple Street--a paved, two-lane, arterial road.

The City of Wichita Capital Improvement Program (CIP) 2004-2013 has scheduled Maple Street to be resurfaced and widened, from 135th Street to 167th Street, which runs north of the subject property. In addition, improvements have also been scheduled for 151st Street (east of the subject property) and 167th Street (west of the subject property) from Kellogg to Maple Street. The Sedgwick County Capital Improvement Program 2005-2009 and the 2004 Transportation Improvement Program do not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within an eight (8) to nine (9) minute approximate response time from City Station No. 17, located at 10651 W. Maple. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The Auburn Hills Golf Course, a 158-acre, 18-hole championship golf course, is located approximately 2 miles to the east of the proposed annexation site. In addition, Meadows Parks (51.38 acres) and West Millbrook Park (25.6 acres) are approximately 3 miles to the east from the subject property. According to the 1996 Parks and Open Space Master Plan, the proposed annexation site is directly within a site that has been identified as a potential future park site. In addition, a greenway has been proposed that would run along Maple Street, directly north of the subject property.

School District: The annexation property is part of the Unified School District 265 (Goddard School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Service Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$42,850 with a total assessed value of \$4,927. Using the current City levy ($\$31.828/\$1000 \times$ assessed valuation), this roughly yields \$155 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is seeking approval of a plat to subdivide the property, of which has an existing residential unit. It is anticipated that an additional residential unit will be constructed, but the value of these improvements has not been determined at this time.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.